

DEC 13 2005

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For The Northern Mariana Islands
 By _____
 (Deputy Clerk)

Attorneys for Plaintiff Maria Hellena Jebehn

**IN THE UNITED STATES DISTRICT COURT
 FOR THE
 NORTHERN MARIANA ISLANDS**

MARIA HELLENA JEBEHN,

CIVIL ACTION NO.03-0027

Plaintiff,

**MOTION TO ENFORCE
 SETTLEMENT AGREEMENT
 OR IN THE ALTERNATIVE,
 MOTION FOR ORDER TO
 SHOW CAUSE AGAINST
 DEFENDANT JOSEPH
 JOHN HERRERA**

v.

**JOSEPH JOHN HERRERA;
 ALOHA COUNCIL BOY SCOUTS OF
 AMERICA, INC.; and BOY SCOUTS
 OF AMERICA, INC.,**

**Date : February 9, 2006
 Time : 9:00 a.m.
 Judge: Alex R. Munson**

Defendants.

Comes now Maria Hellena Jebehn, Plaintiff in the above captioned matter, through counsel, and hereby moves the Court, for an Order enforcing the terms of the Settlement and Release entered into in this matter with Defendant Joseph John Herrera. Alternatively, Plaintiff moves the Court for an order to show cause why Defendant Joseph John Herrera should not be held in contempt of Court for failing to make the payments he agreed to make under the September 10, 2004 Settlement and Release.

In support of this motion, Plaintiff shows the court the following:

1. On September 10, 2004, Plaintiff and Defendant Joseph John Herrera entered into

1 a Settlement and Release. On September 13, 2004, the Court dismissed the action, but retained
2 jurisdiction to enforce the terms of the Agreement if necessary. *See Stipulated Dismissal With*
3 *Prejudice and Order of Dismissal entered in this matter on September 13, 2004.*

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5 2. The Agreement provided that the parties shall maintain the fact of settlement or
6 its terms in strict confidence, except by order of the Court or as necessary to obtain the Court's
7 enforcement of the terms of the Agreement.
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10 3. The Agreement also provided that Defendant would pay the sum of \$21,000.00 to
11 Plaintiff, payable in monthly installments of \$350.00 due on the first business day of the month,
12 plus 4.5 % interest per annum and a 10% late payment fee.
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14 4. The Agreement further provided that failure to make a monthly payment within
15 30 days of the due date shall constitute a material breach of the Agreement and the remaining
16 balance shall become immediately due and payable, without the need for further demand.
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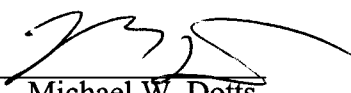
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19 5. Notwithstanding the terms of the Agreement, Defendant's payments have been
20 less than \$350.00 a month since March 14, 2005 to the present. In addition, many of his
21 payments were late. Defendant is now in arrears in the amount of \$1,075.00. As of
22 November 16, 2005, the total amount due is \$18,276.04 including principal, 4.5 % interest and
23 10% late fee. *See Summary of Payments attached to the Declaration of Michael W. Dotts.*
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26 6. Accordingly, Plaintiff hereby seeks the aid of the Court in enforcing the terms of
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28

1 the Settlement or in the alternative, for an order to show cause why Defendant Herrera should
2 not be held in contempt of Court for failing to make the payments he agreed to make under the
3 Settlement.

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5 Respectfully submitted this 12 day of December, 2005.

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7 O'CONNOR BERMAN DOTTS & BANES
8 Attorneys for Plaintiff

9 By: 
10 Michael W. Dotts
11 (F0150)
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